

ARTICLES OF AGREEMENT

between

**SHELL CANADA LIMITED
(Jumping Pound Complex)**

and

**UNIFOR
LOCAL 1400**

2016 - 2019

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PREAMBLE

Preamble Sustainable Relationship

It is recognized that a successful working relationship has been established between the Jumping Pound Leadership Team (JPLT), herein referred to as the “Company”, and the Union Membership. It is the desire of both parties to continue the development and effectiveness of this relationship.

Towards this goal, the following is included as a reference for the present and future membership of these organizations on which to base this constructive relationship.

Guiding Principles:

WE HAVE A SHARED INTEREST IN ADVANCING THE SUCCESS OF THE JUMPING POUND COMPLEX; AND A COMMITMENT TO FOSTER A RESPECTFUL WORK ENVIRONMENT AS A FOUNDATION FOR SUSTAINED ORGANIZATIONAL SUCCESS; AND AN UNDERSTANDING THAT MAINTAINING A CONSTRUCTIVE UNION-MANAGEMENT RELATIONSHIP HELPS SET THE TONE FOR THE WORK ENVIRONMENT.

We therefore intend to conduct ourselves in a manner consistent with the following behaviors:

- Assuming and demonstrating good faith;
- Committing to trustworthy behaviors;
- Openness to exploring new ideas;
- Choosing an appropriate process for the issue at hand;
- Listening to understand, especially to different perspectives;
- Seeking high quality information on which to base decisions;
- Treating each other with respect, whether they are present or not;
- Recognizing that participants are both individuals and representatives of constituencies; focusing on ideas vs. personalities

THE INTEGRITY OF THESE PRINCIPLES SHALL BE MAINTAINED EVEN DURING DIFFICULT DISCUSSION OR CONFLICT.

ARTICLE I - RECOGNITION

The Company recognizes the Union as exclusive collective bargaining agent for all hourly operating and maintenance employees of Shell Canada Ltd., employed at and from the Jumping Pound Complex near Cochrane, Alberta in accordance with certificate No. **111-2014** issued by the Alberta Labour Relations Board on **March 19, 2014**.

The Union recognizes the responsibilities imposed on it as the exclusive bargaining agent of the employees it represents and will endeavor to further good relations between the employees and the Company.

The parties agree to endeavor to hold informal monthly regular meetings for the purpose of discussing matters of mutual concern, including questions of safety and health. It is further agreed that either party may request additional meetings as necessary.

The Company and the Union jointly agree that in order to provide good working conditions, maximum productivity and maximum opportunities for continuing employment, it is necessary to maintain good industrial relations between employees and the Company.

ARTICLE II – WAGE & PREMIUMS

Effective January 1st, 2017, a two percent (2%) general wage increase (rounded to the nearest cent) will be applied to the rate of pay for each job classification included in Article II of the collective agreement.

Effective January 1st, 2018, a two and one half percent (2.5%) general wage increase (rounded to the nearest cent) will be applied to the rate of pay for each job classification included in Article II of the collective agreement.

RATES OF PAY

<u>Jumping Pound Complex</u>			
	1-January-16 (0% Increase)	1-January-17 (2% Increase)	1-January-18 (2.5% Increase)
OPERATIONS			
Lead Operator 1	55.75	56.87	58.29
Operator No. 1	52.05	53.09	54.42
Operator No. 2	46.85	47.79	48.98
Operator No. 3	41.65	42.48	43.54
Operator No. 4	40.07	40.87	41.89
Operator No. 5	36.50	37.23	38.16
Operations Planner No. 1	55.75	56.87	58.29
Operations Planner No. 2	54.43	55.52	56.91
Operations Planner No. 3	52.05	53.09	54.42
MAINTENANCE			
Craftsman No. 1	48.89	49.87	51.12
Craftsman No. 2	41.72	42.55	43.61
Craftsman No. 3	40.06	40.86	41.88
Craftsman No. 4	38.54	39.31	40.29
Craftsman No. 5	36.87	37.61	38.55
Maintenance Planner No. 1	52.13	52.17	54.50
Maintenance Planner No. 2	50.91	51.93	53.23
Maintenance Planner No.3	48.89	49.87	51.12
Complex Scheduler No. 1	52.13	53.17	54.50
Complex Scheduler No. 2	50.91	51.93	53.23
Complex Scheduler No. 3	48.89	49.87	51.12
FIELD			
Lead Production Maintenance Operator No. 1	51.62	52.65	53.97
Production Maintenance Operator No. 1	48.41	49.38	50.61
Production Maintenance Operator No. 2	41.30	42.13	43.18

Production Maintenance Operator No. 3	39.66	40.45	41.46
Production Maintenance Operator No. 4	38.16	38.92	39.89
Production Maintenance Operator No. 5	36.50	37.23	38.16
Operations Planner No. 1	51.62	52.65	53.97
Operations Planner No. 2	50.40	51.41	52.70
Operations Planner No. 3	48.20	49.16	50.39
DAY OPERATIONS			
Day Operator 1	43.38	44.25	45.36
Day Operator 2	39.66	40.45	41.46
Day Operator 3	36.51	37.24	38.17
GENERAL			
Developmental Student A	29.85	30.45	31.21
Developmental Student B	Determined per Attachment "B"	Determined per Attachment "B"	Determined per Attachment "B"
Non-Developmental Student	Determined per Attachment "B"	Determined per Attachment "B"	Determined per Attachment "B"

1. Employees regularly employed in more than one classification carrying different rates of pay will be paid the established rate applicable to the classification filled for the actual time worked in each classification.
2. Fifteen (15) minutes shall be the least time unit for computing straight-time or overtime pay.
3. Job progression shall be in accordance with the routes established in Attachment "A".
4. Developmental and Non-Developmental Student Employment as established in Attachment "B".

SHIFT DIFFERENTIAL	Jan 1, 2016 Rate	Jan 1, 2017 Rate	Jan 1, 2018 Rate
	\$3.80	\$3.88	\$3.98

STEAM TICKET CERTIFICATION PREMIUM

Effective July 1, 2011, the Company with Union amended the applicable Steam Ticket Certificate Premium to those employees actively performing the positions of Plant Operator, Lead Plant Operator and Operations Planner within the Plant, defined as "Eligible Plant Employees", as below. The premium to be paid is associated with the highest level of successful completion of the Alberta Steam Ticket Certification completed by the Eligible Plant Employee. The Operations Supervisor is accountable for ensuring that payroll has the correct information for all Steam Ticket Premiums.

First Class Steam Ticket Certification	\$1000 per month
Second Class Steam Ticket Certification	\$800 per month
Third Class Steam Ticket Certification	\$450 per month
Fourth Class Steam Ticket Certification	No Premium

The Steam Ticket Certificate Premium, stated above shall be a lump sum monthly payment that replaces in its entirety any other Steam Ticket Bonus or premiums previously paid and stated within the Collective Agreement.

Effective April 1, 2007, Eligible Plant Employees that successfully completes and achieves a First Class Steam Ticket Certification the Company agrees to provide a one time lump sum payment of \$3000.00.

ACTING COORDINATOR PREMIUM

1. When required to fill a position of Acting Coordinator for short periods, an employee covered by this agreement shall receive a differential payment of ten (10%) percent of the Lead Operator No. 1 rate during the period the individual is functioning as the "Acting Coordinator" and supervising other workers. When functioning as the "Acting Coordinator" and not supervising other workers an employee covered by this agreement will receive a differential payment of ten (10%) percent of their own rate.
2. All assignments designated as "Acting Coordinator" shall have the terms and conditions associated with the application and duration of Acting Coordinator Pay, documented, approved by the Supervisor and Operations Manager and signed by the employee prior to acceptance of the assignment. Once signed, a copy of this document shall be forwarded to both the employee (for their records), site Payroll Clerk (for filing) and included in the employee's personnel file. Terms and Conditions will include scope of work, deliverables, impact on vacation schedule, pay rate, hours of work, approximate duration of assignment (to a maximum of six (6) months in duration), transportation arrangements if any and when the payment of the Acting Coordinator Pay premium will start and stop. In no case will overtime or premium pay be duplicated or pyramided.

DUAL TICKET PREMIUM

Effective January 1, 2017, the Company agrees to pay a Dual Ticket Premium of \$200.00 per month to Plant Maintenance employees at the Jumping Pound Gas Plant who hold two valid Alberta Journeyman tickets from the list of trades below, and who are able to competently perform trade duties as per Management request:

- Millwright
- Electrician
- Instrument Technician
- Pipefitter
- Machinist
- Welder (CWB Certified)

Notwithstanding the above paragraph, the Company may remove the above premium from any employee who refuses work in their additional trade qualification.

The Company reserves the right to use contractors on an as needed basis for the above roles as deemed appropriate by the Company.

Annual general wage increases shall not apply to the above monthly premiums.

SHIFT TEAM LEAD/ SHIFT ENGINEER PREMIUM

It is understood by both parties that management has the right to appoint and/or change the employees performing the duties of a Shift Team Lead (STL).

- An acting Shift Team Lead with a minimum 2nd Class Steam Ticket shall receive a 10% premium on their regular straight time rate, assuming the acting Shift Team Lead is performing the duties of Shift Engineer
- An acting Shift Team Lead with a minimum 2nd Class Steam Ticket shall receive a 5% premium on their regular straight time rate if they are not performing the duties of Shift Engineer and the 2nd Class employee performing Shift Engineer duties shall receive a 5% premium on their regular straight time rate
- An acting Shift Team Lead with a 3rd Class Steam Ticket shall receive a 5% premium on their regular straight time rate and the 2nd Class employee performing Shift Engineer duties shall receive a 5% premium on their regular straight time rate

It is understood that in most cases, the STL will perform the Shift Engineer duties for a maximum premium of 10%. Under no circumstances will the STL or Shift Engineer premium be duplicated or pyramided. The STL or Shift Engineer premium will not be paid when the employee is on vacation, training or when working on another shift that already has STL or Shift Engineer coverage. The STL or Shift Engineer premium will be paid to employees that backfill or cover for a designated STL or Shift Engineer role during the incumbent's absence.

ARTICLE III - HOURS OF WORK AND OVERTIME

HOURS OF WORK

DAY EMPLOYEE:

1. The workweek shall begin at 12:01 a.m. (00:01 hours) on Monday and end at 12:00 midnight (24:00 hours) on Sunday; a workday will consist of a twenty-four (24) hour period commencing at 12:01 a.m.
2. Day employees are those employees regularly assigned on non-continuous operations. The regular work schedule for Day Employees shall consist of nine (9) hours per day Monday to Friday. The actual working hours each day of the schedule will be:
 - 7:30 a.m. to 12:00 noon:
 - 12:30 p.m. to 5:00 p.m.
3. Field employees work a Schedule consisting of eight and one-half (8^{1/2}) hours per day from 8:00 a.m. to 4:30 p.m. Employees shall work the regular schedule of hours per day and per week as are provided herein except that, in the event Complex operating conditions require, odd schedules may be established and such odd schedules shall be considered the regular working schedules of the employees assigned thereto.

SHIFT EMPLOYEE:

1. The workweek shall begin at 6:30 a.m. on Sunday and end at 6:30 a.m. on the following Sunday; a workday shall consist of a twenty-four (24) hour period commencing at 6:30 a.m.
2. The regular working schedules for shift employees (employees on twenty-four (24) hour continuous operations) shall be in accordance with the following schedules:
 - 6:30a.m. to 6:30p.m. (day shift)
 - 6:30p.m. to 6:30a.m. (night shift)

DAY PLANT OPERATIONS EMPLOYEE:

1. The workweek shall begin at 12:01 a.m. (00:01 hours) on Monday and end at 12:00 midnight (24:00 hours) on Sunday; a workday will consist of a twenty-four (24) hour period commencing at 12:01 a.m.
 2. Day Plant Operations employees are those employees regularly assigned on day plant operations. The regular work schedule for Day Plant Operations shall consist of nine (9) hours per day Monday to Friday. The actual working hours each day of the schedule will be:
 - 7:30 a.m. to 12:00 noon:
 - 12:30 p.m. to 5:00 p.m.
- (a) Straight-time rate only shall be paid during an employee's regularly scheduled hours except as provided in Change of Schedule of this Article and Paragraph 4 of Article VII.
- (b) Except as otherwise provided for in this Agreement, two (2) times the straight-time hourly rate shall be paid for.

COMPRESSED WORK SCHEDULE

1. **The Compressed Work Schedule (CWS) applies to all Hourly, Day Field, Maintenance Employees as defined in Article III of the Collective Agreement.**
2. **A CWS provides Day Hourly employees with every second Friday off, as per the schedule below.**
3. **Hourly Day Workers are scheduled to work 9 hours per day Monday through Thursday. On Fridays, they are scheduled to work 8 hours per day, or are scheduled to be off without pay. If 9 hours are to be worked on alternating Friday's 1 hour will go into the ETO bank at straight time.**

S	M	T	W	T	F	S
-	9	9	9	9	8	-
-	9	9	9	9	-	-
-	9	9	9	9	8	-
-	9	9	9	9	-	-

OVERTIME

DAY EMPLOYEE:

- (i) all hours worked in excess of nine (9) per day,
- (ii) where a day employee is not permitted to commence the thirty (30) minute lunch period between the hours of 12:00 noon and 12:30 p.m., the employee will be paid at a rate of two (2) times straight-time rate for thirty (30) minutes and will be permitted to take thirty (30) minutes on their own time for lunch at the first opportunity.

SHIFT EMPLOYEE:

- (i) all hours worked in excess of twelve (12) per day shall incur Overtime pay;
- (ii) a shift employee who is scheduled for a forty-eight (48) hour work week shall be paid straight time for all hours worked plus an additional four (4) hour's straight-time pay for that particular workweek.

CHANGE OF SCHEDULE

- (a) If an employee is assigned to work a schedule different from the regular schedule and the starting and stopping times are altered by four (4) hours or more, or days off are changed, the employee shall be paid two (2) times their straight-time rate for the first shift of their new schedule. These provisions will not apply when the change is made:
 - (i) As an accommodation to or for the convenience of the employee,
 - (ii) When a change in schedule is required due to a permanent promotion of the employee,
 - (iii) When returning the employee to their original schedule within and including thirty (30) calendar days
- (b) Where premium compensation is paid under Change of Schedule paragraph (a) of this Article, the hours worked shall be considered for the purpose of computing weekly overtime to be paid.

CALL-OUT

- (a) An employee who is notified or called back to perform work before or after but not continuous with their regular schedule, or on a day on which the employee was not scheduled to work, shall receive the greater of:
 - (i) four (4) hours pay at their straight-time rate, or
 - (ii) pay for the actual hours worked at the worksite, at two (2) times their straight-time rate plus Portal to Portal as outlined below.
- (b) An employee qualifies for Portal to Portal when they are called out to work with four (4) or less hours notice.

Is paid on a return trip basis when an employee is called out prior to and not continuous with their regular scheduled working hours.

Is paid one way if the hours worked are prior to and continuous with the employees regular scheduled working hours.

Is not paid if employees work after or continuous with their regular scheduled hours.

Portal to Portal is paid at applicable overtime rates based on the following allocated travel times:

One way – 0.75 hours

Return trip – 1.5 hours

Employees may use Portal to Portal travel time, in banking of Overtime Hours.

Hours worked under this Paragraph shall be excluded for the purpose of computing weekly overtime compensation.

PYRAMIDING

In no case will overtime or premium pay be duplicated or pyramided.

WORK ON DAYS OFF

For the purposes of this paragraph, a day off is defined as follows:

Day Employee - a calendar day during which an employee is not scheduled to work.

Shift Employee - a twenty-four (24) hour period beginning at 6:31 a.m. on a day on which an employee is not scheduled to work.

When called in on days off, an employee will be paid two (2) times their straight-time rate.

Hours worked under this paragraph shall be excluded for the purpose of computing weekly overtime compensation.

ARTICLE IV – SHIFT DIFFERENTIAL

1. Shift Employees working a shift schedule, as defined in Article III, shall receive shift differential as a lump sum recurring payment, payable per pay period, as follows:
 - Effective January 1, 2016 - \$173.78 per pay
 - Effective January 1, 2017 - \$177.26 per pay
 - Effective January 1, 2018 - \$181.69 per pay

2. The Company agrees to pay Shift Employees, as defined in Article III, of this agreement, a night shift differential for all overtime hours worked between 6:30 p.m. and 6:30 a.m., as follows:
 - Effective January 1, 2016 - \$3.80 per hour
 - Effective January 1, 2017 - \$3.88 per hour
 - Effective January 1, 2018 - \$3.98 per hour

3. Night shift differential shall not be paid to Day (non-shift) Employees, as defined in Article III, Hours of Work, for out-of-schedule work. It is expressly recognized, however, that a Day Employee, whose schedule is temporarily changed so that the employee is scheduled to work on a night shift shall be paid a night shift differential for all hours worked between 6:30 p.m. and 6:30 a.m., during the effective period of such schedule change, as follows:
 - Effective January 1, 2016 - \$3.80 per hour
 - Effective January 1, 2017 - \$3.88 per hour
 - Effective January 1, 2018 - \$3.98 per hour

4. An employee entitled to night shift differential and working at an overtime rate shall have their overtime pay calculated on their straight-time rate and shall, in addition, receive the applicable night shift differential.

5. Night shift differential shall be included in the computing of pay for vacations and jury service, benefits payable under the Disability Income Program, but shall be excluded in respect to all other Company benefit plans.

6. In years where there is an off-cycle wage adjustment, the adjustment may not automatically apply to other wage related items, most notably shift differential

ARTICLE V – SENIORITY, PROMOTIONS, DEMOTIONS AND LAYOFFS

1. SENIORITY

- (a) An employee shall have Complex Seniority equal to the total time the employee has accumulated in the service of the Company at Jumping Pound Complex in each and all of the Job Classifications covered by this agreement.
- (b) The probationary period for each employee hired or rehired or transferred from another department within the Company, shall be nine (9) calendar months' continuous service at the Jumping Pound Complex. During this period the employee shall have no rights by reason of Complex Seniority and, in the event of termination of employment during the probationary period, shall not have access to the final step of the Grievance Procedure in Article XII, sub-paragraph (d).

2. PROMOTIONS, TEMPORARY ASSIGNMENTS AND REASSIGNMENTS

- (a) In cases of promotions, temporary assignments and reassignments, within classifications covered by this Agreement, except as provided for in Article VI, Job Progression, the Company shall consider:
 - (i) The qualifications of the employee for the job, taking into account ability and efficiency;
 - (ii) Complex Seniority.
- (b) Any bargaining unit openings shall be posted on the Complex bulletin boards for seven (7) consecutive days. If the position is filled within seven (7) days of the closing date, the name(s) of the successful candidate(s) will be posted. If the position is not filled within seven (7) days of the closing date, the status of the job posting will be posted.
- (c) In the event that a promotion, temporary assignment or reassignment is made and the employee selected does not have the greatest seniority of all eligible employees, the Company will, on request, advise the unsuccessful employees why they were not selected.
- (d) A job opening created by vacation, injury, leave of absence, sickness or emergency may be filled by the Company without regard for seniority.
- (e) Any time a job opening, created by vacation, injury, leave of absence, sickness, emergency or temporary reassignment is filled for a period exceeding sixty (60) days, the employee filling the job vacancy shall be temporarily upgraded until the employee is returned to their original job.
- (f) While Temporary assignments and Reassignments with a duration of thirty (30) days and less, may be filled without posting the position as per paragraph 2b, the Company will endeavour to post all temporary assignments or reassignments.
- (g) With the exception of Acting Coordinator (see Article II) all temporary positions will be posted for a maximum of 12 months or with a defined end date i.e. temporary project role. When the Company extends the posted temporary position end date, the Company will notify the Union as part of regular union management meetings.

3. DEMOTIONS AND LAYOFFS

- (a) Where a layoff or demotion is necessary because of curtailment or lack of work in a Job Classification Section (as described in Attachment A), the employee demoted or laid off shall be the employee in the Job Classification Section with the least Complex Seniority and who does not have, or cannot attain, in the Company's sole judgment, the qualifications and abilities required for the remaining positions, within ninety (90) days of notice given to the employee. After providing such notice, the parties will meet to consider all available methods to facilitate the planned workforce reductions. The Company shall train or retrain employees subject to layoff for job vacancies which exist at that time, provided the employees have the basic qualification required for the job vacancy, and are selected for the role.

- (b) In the event of permanent closure of all or part of the Complex which will result in a permanent work force reduction of employees covered by this Agreement, the Company will:
 - i) Notify the Bargaining Unit, six (6) months in advance.
 - ii) Meet with the Bargaining Unit to discuss the impact of the change on the work force.
 - iii) Discuss relocation assistance that could be made available for employees being transferred to other locations within the Company.
 - iv) Provide provisions for out placement assistance up to a budget of \$2,000 per employee for employees laid off under the provisions of Article V, Section 3 (b) of the collective agreement.
- c) The Company will not utilize Staff employees or contractors which will cause the layoff of any regular employee in the bargaining unit. The Company will provide the Union access to information pertaining to the use of contractors, including the number of contract employees and the total hours worked, in the Jumping Pound Complex.
- d) Recall - Individuals on lay-off do not retain their status as employees, or any rights, privileges or benefits accruing to employees under this agreement, except the right to be recalled if and when full-time work anticipated to be longer than six (6) months becomes available subject to the following:
 - i) recall rights are limited to twelve (12) calendar months from the date of lay-off.
 - ii) former employees will be recalled on the basis of Complex seniority, provided they are qualified to do the work available.
 - iii) the notice to report to work shall be given by depositing in the mail a registered letter to the employees' last address as shown on the Company's records, with a copy to the Union. Employees who have been laid off and who are notified to return to work will lose their seniority unless they notify the Company within fourteen (14) days of the date of such notification that they intend to return to work on the date specified, or on a mutually agreed upon alternative date.
 - iv) employees may, at their option, elect to accept severance pay anytime during the twelve (12) calendar months from date of lay-off, however in doing so, they will forego any right to recall under provisions of this agreement.
- e) An employee who is laid off under the provisions of Article V, 3 of the Collective Agreement shall be entitled to Severance Pay equal to four (4) week's pay for the first year of service and two (2) week's pay for each additional year of service. The severance payment resulting from the above formula will be multiplied by 1.15. "Weeks pay" is defined as the average weekly base pay the employee receives based on scheduled annual standard hours of work and excludes overtime, shift differential or any other premiums.
- 4. **"Job Progression Chart" in this Article means the Complex Job Classification Chart attached hereto and marked Attachment "A".**

ARTICLE VI - JOB PROGRESSION

GENERAL

Job Progression shall be in accordance with routes established in Attachment "A".

MAINTENANCE PROGRESSION

- (a) All employees entering the Plant Maintenance Section, will be required to take an apprenticeship program acceptable to the Company and enter into the Maintenance Apprenticeship Progression unless they possess the appropriate certification for the Job Classification Section.
- (b) The following special provisions will apply to all employees in the Craftsman classifications in the Plant Maintenance Section, in view of the particular tendency of this type of work to vary, both in regards the amount to be performed and the degrees of skill required for performance and also in view of the desirability of recognizing demonstrated improvement in skill and craft knowledge.
- (c) Employee entrance in the Maintenance line of progression will be in accordance with the Job Posting procedure, Article V, Section 2 (b), and the qualifications and experience entrance requirements specified in the posting. Thereafter, progression will typically comprise five (5) levels of skill for which the rate of pay set out in Article II shall apply, and any employee embarking on the progression shall be required to work the time periods specified by the following time periods at each level:
 - Craftsman No. 5 - 12 months;
 - Craftsman No. 4 - 12 months;
 - Craftsman No. 3 - 12 months;
 - Craftsman No. 2 - 12 months;
 - Craftsman No. 1
- (d) Apprentices attending an approved technical school under the direction of the Alberta Apprenticeship Board, will receive from Shell the total difference (if any), between their regular straight-time pay and any "Government Training Allowances" to which they are entitled.
- (e) In addition to the above-noted time requirements, employees following the Maintenance progression program must fulfill the requirements of both (i) and (ii) of the following in order to qualify for promotion or maintain the level achieved.
 - (i) The employee must obtain a satisfactory passing grade on the exams set by the Apprenticeship Board of Alberta for the level of Apprenticeship corresponding to their position as follows:
 - **Craftsman No. 5** - Entry level, accepts apprenticeship contract terms.
 - **Craftsman No. 4** - Has passed first-year apprenticeship exams.
 - **Craftsman No. 3** - Has passed second-year apprenticeship exams
 - **Craftsman No. 2** - Has passed third-year apprenticeship exams, or as in the case of a welder, has passed the journeyman's exam.
 - **Craftsman No. 1** - Has passed fourth-year exams (journeyman's), or in the case of a welder, has obtained a "B" pressure welder's certificate.

Timing of writing the examinations will be determined by scheduling with the Apprenticeship Board and at the discretion of the Company. Should the employee fail the examination upon their first attempt, the employee will be required to take another examination set by the Apprenticeship Board at the next available date, at their own cost and on their own time.

- (ii) Completion of the Company training system learning activities as identified for each level of progression. A plan and timetable will be developed to assist an employee in achieving all progression requirements.
- (iii) Should the employee pass the examinations in (i) and complete the learning activities identified in (ii) above, the employee will be promoted to the next higher category on the expiry of the time period indicated in Paragraph (e). Should the employee fail re-examination in (i) or not fulfill (ii) above, the employee may be demoted to Craftsman No. 5.

A plan and timetable will be developed to assist a demoted employee in achieving all progression requirements. Failure to meet the requirements in the prescribed time frame may result in further disciplinary action, up to and including termination.

- (f) An employee in the Maintenance Progression who fails to qualify in the time limit stipulated in Paragraph (e), due to extended illness or other reasons beyond their control, shall be granted time extensions consistent with the circumstances, but shall not advance to the next higher category until the qualifications are met.
- (g) Although each employee in the Maintenance Progression may advance in a particular trade, each Craftsman will be expected to perform at any job in crafts other than their own for which, in the opinion of the Company, is competent.
- (h) Employees entering the Maintenance Progression shall be given credit for previous past experience and placed in the appropriate step of the Progression Schedule.
- (i) The Company reserves the right to waive the time and testing requirements of Paragraph (e) and (g) to advance an employee to a level commensurate with their skills.
- (j)
 - (i) Craft qualifications are subject to revision from time to time. However, employees will be given ample opportunity to obtain the experience necessary to meet any revisions to qualifications.
 - (ii) This provision shall not require the formal re-qualification of any Craftsman for the level which had been attained prior to qualification revisions, but will be expected to keep up-to-date on the general qualifications and to utilize training opportunities to meet the revised qualifications.
- (k) In general, it is agreed that this progression recognizes that the rate of pay for Craftsmen is related to demonstrated skill, qualifications and experience rather than to the work being performed at any one time. However, from time to time employees not engaged in the progression program may be temporarily assigned as Craftsmen at a rate which will recognize the degree of complexity involved and the individual employee's previous craft experience.

PRODUCTION MAINTENANCE OPERATOR (PMO) PROGRESSION

- (a) The following special provisions (referred to as Production Maintenance Operator Progression) will apply to all employees in the PMO No. 1 through No. 5 classifications in the Field Section. In recognizing demonstrated skill and operating knowledge, the employees will be promoted based on the following progression process.
- (b) Employee entrance into the Production Maintenance Operator line of progression will be in accordance with the Job Posting procedure, Article V, Section 2 (b), and the qualifications and experience entrance requirements specified in the posting. Thereafter, the progression will be comprised of up to five (5) levels based on job knowledge, job skills, demonstrated sustained performance, previous industry and trade experience and Company approved technical/trade or post secondary certification for which the rate of pay set out in Article II shall apply, and any employee embarking on the progression shall normally be required to work the following minimum time periods at each level subject to paragraph (k) Article VI

Production Maintenance Operator Progression:

PMO No. 5	12 months
PMO No. 4	12 months
PMO No. 3	18-24 months
PMO No. 2	18-24 months
PMO No. 1	18-24 months
Lead PMO	Top of Progression

It is a requirement that all Production Maintenance Operators will progress to Production Maintenance Operator No. 2 level.

- (c) In addition to the above-mentioned time requirements, employees in the progression must fulfill the following in order to qualify for promotions.
- Production Maintenance Operator No. 5 (PMO 5) - Basic entry level. Accepts position in Company approved Apprenticeship program or Company approved post secondary institution provided operator training program. To be Company approved, a post secondary operator training program must be a minimum of a two (2) year program comprised of either in class or correspondence learning accomplished by adjudicated examinations and certification of complete issued by the post secondary institution. The course must be approved by the Operations Manager on an individual basis before starting in this progression.
 - Production Maintenance Operator No. 4 (PMO 4) - For promotion to this level the employee shall normally have completed twelve (12) months as a PMO 5 and have successfully completed: the 1st year apprentice or equivalent post secondary operator training program certification and have completed all Company assigned training material and have completed JP Field Operator assessment.
 - Production Maintenance Operator No. 3 (PMO 3) - For promotion to this level the employee shall normally have completed twenty-four (24) months of operating experience with twelve (12) months at the PMO 4 level, have successfully completed: the 2nd year apprentice or equivalent level of post secondary operator training program certification and have completed all Company assigned training material. In addition, the employee shall have completed JP Field Operator assessment and the Screw Compressor Operator assessment or the Jct B Compressor Operator assessment or the "General and Utilities" section of Moose Field Operator assessment.

Production Maintenance Operator No. 2 (PMO 2) - For promotion to this level the employee shall normally have completed thirty-six (36) months of operating experience with eighteen (18) to twenty-four (24) months at the PMO 3 and have successfully completed the third (3rd) year apprentice or have fully completed the equivalent post-secondary operator training program and have completed all Company assigned training material. In addition the employee shall have completed the JP Field Operator assessment and Jct-B Compressor Operator and Screw Compressor Operator assessments or the Moose Field Operator and Screw Compressor Operator assessment.

- Production Maintenance Operator No. 1 (PMO 1) - For promotion to this level the employee shall have completed forty-eight (48) months of operating experience with a minimum of eighteen (18) to twenty-four (24) months at the PMO 2 level and have successfully completed the apprentice program and been certified as a journeyman in a company approved trade (millwright, mechanic, instrumentation or electrical) or have a minimum of sixty (60) months experience with eighteen (18) to twenty-four (24) months at the PMO 2 level and have fully completed the equivalent post-secondary operator training program. In all cases the individual must have completed all Company assigned training material. In addition, the employee must have completed all skill assessments for their assigned field, JP Field or Moose/Whiskey/Sarcee.
 - Lead Production Maintenance Operator (Lead PMO) - For progression to this level the employee shall normally have completed (48) months operating experience with eighteen (18) to twenty-four (24) months at a PMO 1 level. The employee must also have Journeyman status in Company approved trade (millwright, mechanic, instrumentation or electrical) and show demonstrated, sustained use of this trade in field operation and maintenance activities, or have minimum twelve (12) months in either a Planning or Scheduling role. In addition, the employee shall have completed all Skill assessments for Field Operations (Jct-B Compressor Operator, Moose Mountain Operator, Screw Compressor Operator, Jumping Pound Field Operator) and have assessor status. The employee must also have Active/Assigned role in ERP (ICS 300 training completed). Position requires advanced Communication, Relational & Interpersonal skills, Leadership, Business knowledge and Problem solving skills.
- (d) If a Production Maintenance Operator (PMO) fails to reach the Production Maintenance Operator No. 2 level and all progression requirements for that position are not met within twenty-four (24) months, after reaching the Production Maintenance Operator No. 3 level, then the employee will be demoted to Production Maintenance Operator No. 4 position until the specified qualifications are met. A plan and timetable will be developed to assist a demoted employee in achieving all progression requirements. Failure to meet the requirements in the prescribed time frame may result in further disciplinary action, up to and including termination.
- (e) If a job assignment or circumstances initiated by the Company prevent the employee from completing progression requirements for promotion as set forth in Paragraph (c), then the Company will acknowledge a conditional promotion. The employee must then complete all the progression requirements for that promotion within a specified time frame.
- (f) When illness or other circumstances clearly beyond the control of the employee prevent a promotion within the time limits stipulated in Paragraph (b) above, then the Operations Manager shall recommend a time extension consistent with the circumstances, but the employee shall not advance to the next higher category until qualifications are met.
- (g) PMO qualifications are subject to revisions from time to time. However, employees will be given ample opportunity to obtain the experience necessary to meet any revision to qualifications.

Employees will be required to utilize training opportunities to keep up to date on current qualifications and to meet any revised requirements within company determined timelines. Should the Operator, after being given adequate training opportunity, not meet the revised requirements, the employee will be

demoted to the next lower level of progression. A plan and timetable for reinstatement will be developed as in (d) above.

- (h) The Production Maintenance Operator (PMO) Progression recognizes that the rate of pay for Production Maintenance Operators is related to job knowledge, job skills, demonstrated sustained performance and technical/trade certification rather than to work being performed at any time. Each employee in this "progression" will be required to accept assignments in any unit at a level of responsibility for which, in the opinion of the Company, is qualified, and the rate of pay shall be in accordance with the rate for which the employee was qualified under the foregoing provisions. Each Production Maintenance Operator will be expected to perform any job in operations and in crafts other than their own for which, in the opinion of the Company, the individual is qualified.
- (i) Whenever an employee who carries a rate below that of Lead Production Maintenance Operator No. 1 takes over the responsibilities of Lead Production Maintenance Operator No. 1 they shall be paid the contractual rate for Lead Production Maintenance Operator No. 1 while so employed.
- (j) Employees entering the Production Maintenance Operator Progression shall be given credit for previous related experience and placed in the appropriate step of progression of the progression schedule. This placement will be at the discretion of the Company.
- (k) The Company reserves the right to adjust the time requirements as outlined in Paragraph (b) to times commensurate with job knowledge, job skills, demonstrated sustained performance, as assessed by the Company and the necessary Technical/trade certification or post secondary institution operator training certification.
- (l) While attending approved technical school under the direction of the Alberta Apprenticeship Board, a Production Maintenance Operator who is an apprentice will receive from Shell the total difference (if any), between their regular straight-time pay and the "Government Training Allowances" to which they are entitled.
- (m) In addition to the above-noted requirements employees in the Production maintenance Operator Progression must fulfill the requirements of both (i) and (ii) of the following in order to qualify for promotion:
 - (i) The employee must obtain a satisfactory passing grade on the exams set by Apprenticeship Board of Alberta for the level of apprenticeship corresponding to their position on the progression. Timing of writing the examinations will be determined by scheduling with the Apprenticeship Board and at the discretion of the Company. Should the employee fail the examination upon the first attempt, the employee will be required to take another examination set by the Apprenticeship Board at the next available date, at his or her own cost and on their own time.
 - (ii) The employee must have completed all Company assigned training material
 - (iii) Should the employee pass the examination in (i) and (ii) above, the employee will be promoted to the next higher category on the expiry date of the time period indicated in Paragraph (c). Should the employee fail either re-examination in (i) or (ii) above, the employee will be demoted one progression step.
- (n) Scheduling of school times for Apprenticeship training will be at the Company's discretion, taking into account field workload and manpower availability. If the Company has been unable to schedule the appropriate school attendance in order to permit an employee to take the required exams for any one-step, and the employee has otherwise satisfied all the requirements of the program, will be promoted on completion of the year, but demoted should the employee subsequently fail the required exams.

OPERATOR PROGRESSION

- (a) The following special provisions (referred to as Operator Progression) will apply to all employees in the Operator No. 1 through No. 5 classifications in the Plant Operations Section, in view of the particular tendency of this type of work to vary, both as regards the amount to be performed and the degree of skill and knowledge required for performance and also in view of the desirability of recognizing demonstrated improvement in skill and operating knowledge.
- (b) Employee entrance into the Operator line of progression will be in accordance with the Job posting procedure, Article V, Section 2 (b), and the qualifications and experience entrance requirements specified in the posting. Thereafter the progression will comprise five (5) levels based on job knowledge, job skills, demonstrated sustained performance and Technical/Power Engineering certification for which the rate of pay set out in Article II shall apply, and any employee embarking on the progression shall normally be required to work the following time periods at each level subject to Paragraph (k) Article VI Operator Progression:

Operator No. 5 - 12 months
Operator No. 4 - 12 months
Operator No. 3 - 12 months
Operator No. 2 - 12 months
Operator No. 1 - 12 months
Lead Operator – Top of progression

It is a requirement that all Operators will progress to Operator No. 1 level.

- (c) In addition to the above-mentioned time requirements, employees in the progression must fulfill the following in order to qualify for promotions.
- **Operator No. 5** - Basic entry level.
 - **Operator No. 4** - For progression to this level the employee shall normally have completed twelve months as an Operator No. 5 and completed all Trainee learning activities as determined by the Company and one unit of Operations as per the Company training system, and hold a valid Fourth (4th) Class Steam Ticket in the Province of Alberta.
 - **Operator No. 3** - For progression to this level the employee shall normally have completed twelve months (12) as an Operator No. 4, hold a valid Fourth (4th) Class Steam Engineers Certificate in the Province of Alberta, and completed all Trainee learning activities as determined by the Company and a second unit of operations as per the Company Training System.

OR

Have one unit of Operations as per the Company training system and hold a valid Third (3rd) Class Steam Engineers Certificate in the Province of Alberta.

- **Operator No. 2** - For progression to this level the employee shall normally have completed twelve (12) months as an Operator No. 3, hold a valid third (3rd) Class Steam Ticket in the Province of Alberta, and completed all Area Operator learning activities as determined by the Company and two outside operating areas of operations as per the Company training system.
- **Operator No. 1** - For progression to this level the employee shall normally have completed twelve (12) months as an Operator No. 2, sustained performance for the past twelve (12) consecutive months, completed all Operator Progression Trainee, Area Operator and Control

Room Operator learning activities as determined by the Company as per the Company training system, be capable of operating all operating units within the Plant and;

Be capable of operating one control room board and hold a valid Second (2nd) Class Steam Engineers Certificate in the Province of Alberta.

OR

Be capable of operating both control room boards and hold a valid Third (3rd) Class Steam Engineers Ticket in the Province of Alberta.

- **Lead Operator No. 1** - For progression to this level an operator shall normally have completed twelve months (12) as an Operator 1, completed all Operator progression Trainee, Area Operator and Control Room Operator learning activities as determined by the Company as per the Company Training System, be capable of operating two units within the Plant, plus two control room boards and hold a valid 2nd Class Steam Ticket.

- (d) If an Operator fails to reach the Operator No. 1 level and all progression requirements for that position are not met within forty-two (42) months, after reaching the Operator No.2 level, then the employee will be demoted to Operator No. 4 position until the specified qualifications are met.

A plan and timetable will be developed to assist a demoted employee in achieving all progression requirements. Failure to meet the requirements in the prescribed time frame may result in further disciplinary action, up to and including termination.

Note:

For Administration purposes, December 1, 2001 will be considered the implementation date for the new progression program. Employees hired after this date will be required to meet the Terms and Conditions of the new progression system. Employees hired prior to this date will not be required to meet the new progression requirements, however some operators may be subject to hiring agreements stipulations. Progression status for employees hired prior to this date will be reviewed for incorporation into the new system as required. Refer to the Articles of Agreement from 2001-2004 for the old progression program requirements.

- (e) If a job assignment or circumstances initiated by the Company prevents the employee from completing progression requirements for promotion as set forth in Paragraph (c), then the Company will acknowledge a conditional promotion. The employee must then complete all the progression requirements for that promotion within a specified time frame.
- (f) When illness or other circumstances clearly beyond the control of the employee prevent a promotion within the Guidelines, then the employee's supervisor shall recommend a time extension consistent with the circumstances, but the employee shall not advance to the next higher category until qualifications are met.
- (g) Operator qualifications are subject to revisions from time to time. However, employees will be given ample opportunity to obtain the experience necessary to meet any revision to qualifications.

Employees will be required to utilize training opportunities to keep up to date on current qualifications and to meet any revised requirements within company determined timeline. Should the Operator, after being given adequate training opportunity, not meet the revised requirements, the employee will be demoted to the next lower level of progression. A plan and timetable for reinstatement will be developed as in (d) above.

- (h) The Operator Progression recognizes that the rate of pay for operators is related to job knowledge, job skills, demonstrated sustained performance and technical/power engineering certification rather than to work being performed at any time. Each employee in this "progression" will be required to accept assignments in any unit at a level of responsibility for which in the opinion of the Company, they are

qualified, and the rate of pay shall be in accordance with the rate for which the employee has qualified under the foregoing provisions.

- (i) Whenever an operator, who carries a rate below that of Operator No. 1, takes over the responsibilities of a board operator they shall be paid the contractual rate of an Operator No. 1 while so employed. If an Operator, who carries a rate below that of a Lead Operator No. 1, takes over the responsibilities of a board operator and meets the technical requirements of a Lead Operator (Second Class Steam Certificate and works both Control Boards) then the Operator will be paid the contractual rate of a Lead Operator No. 1.
- (j) Employees entering the Operator Progression shall be given credit for previous related experience and placed in the appropriate step of progression of the progression schedule. This placement will be at the discretion of the Company.
- (k) The Company reserves the right to adjust the time requirements as outlined in Paragraph (b) to times commensurate with job knowledge, job skills, demonstrated sustained performance, as assessed by the Company and the necessary Technical/Power Engineering certification.

DAY OPERATOR PROGRESSION

- (a) The following special provisions, referred to as Day Operations progression, will apply to all employees in the Safety Repair or Lab or Product Handling roles in the Day Operations Section, in view of the particular tendency of this type of work to vary, both as regards the amount to be performed and the degree of skill and knowledge required for performance and also in view of the desirability of recognizing demonstrated improvement in skill and operating knowledge.
- (b) Employee entrance into the Day Operator line of progression will be in accordance with the Job posting procedure, Article 5, Section 2, and the qualifications and experience entrance requirements specified in the posting. Thereafter the progression will comprise 3 levels based on job knowledge, job skills, demonstrated sustained performance and Technical certification for which the rate of pay set out in Article 2 shall apply, and any employee embarking on the progression shall normally be required to work the following time periods at each level subject to Paragraph (h) in this section:

Day Operator Trainee - 12 months
Day Operator No.2 - 24 months
Day Operator No.1

It is a requirement that all Day Operators will progress to Day Operator No.1 level.

- (c) In addition to the above-mentioned time requirements, employees in the progression must fulfill the following in order to qualify for promotions.

Day Operator Trainee: Basic entry level, the employee must complete all activities as determined by the Company as per the Company training system.

Day Operator No. 2: the employee shall normally have completed twelve (12) months as a Day Operator Trainee, and completed all Day Operator No. 2 learning activities as determined by the Company as per the Company training system;

Day Operator No. 1: the employee shall normally have completed twenty-four (24) months as a Day Operator No. 2, and completed all Day Operator No. 1 learning activities as determined by the Company as per the Company training system;

- (d) If a Day Operator fails to reach the Day Operator No. 1 level and all progression requirements for that position are not met within thirty-six (36) months, the Day Operator will be demoted to Day Operator Trainee position until the specified qualifications are met.

A training plan and timetable will be developed to assist the Day Operator Trainee in achieving all progression requirements. Failure to meet the requirements in the prescribed time frame may result in further disciplinary action, up to and including termination.

(e) When illness or other circumstances clearly beyond the control of the employee prevent a promotion within the Guidelines, then a Supervisor shall recommend a time extension consistent with the circumstances, but the employee shall not advance to the next higher category until qualifications are met.

(f) Day Operator qualifications are subject to revisions from time to time. However, employees will be given ample opportunity to obtain the experience necessary to meet any revision to qualifications.

All Day Operators regardless of level are expected to be competent for the Company training system skills commensurate for their level, and will be expected to keep up-to-date on company training system re-qualifications and to utilize training opportunities to meet these revised qualifications

(g) The Day Operator Progression recognizes that the rate of pay for Day Operators is related to job knowledge, job skills, demonstrated sustained performance and technical certification rather than to work being performed at any time. Each employee in this "progression" will be required to accept assignments at a level of responsibility for which in the opinion of the Company, is qualified, and the rate of pay shall be in accordance with the rate for which the Day Operator has qualified under the foregoing provisions.

(h) Employees entering the Day Operator Progression shall be given credit for previous related experience and placed in the appropriate step of progression of the progression schedule. This placement will be at the discretion of the Company.

(i) The Company reserves the right to adjust the time requirements as outlined in Paragraph (b) to times commensurate with job knowledge, job skills, demonstrated sustained performance, as assessed by the Company and the necessary Technical certification.

PLANNER PROGRESSION

- (a) The following special provisions (referred to as Planner Progression) will apply to all employees in the Maintenance Planner No. 1, 2 and 3 classifications in the Plant Maintenance Section and Operations Planner No. 1, 2 and 3 classifications in the Plant or Field Operations Section, in view of the particular tendency of this type of work to vary, both as regards the amount to be performed and the degree of skill and knowledge required for performance and also in view of the desirability of recognizing demonstrated improvement in skill and knowledge.
- (b) Employee entrance into the Maintenance Planner or Operations Planner line of progression will be in accordance with the Job posting procedure, Article V, Section 2 (b), and the qualifications and experience entrance requirements specified in the posting. Thereafter the progression will comprise three (3) levels based on job knowledge, job skills, completed Company training and course material and demonstrated sustained performance for which the rate of pay set out in Article II shall apply, and any employee embarking on the progression shall normally be required to work the following time periods at each level subject to Paragraph (i) Article VI.

Planner Progression:

Maintenance Planner No. 3 - 12 months

Maintenance Planner No. 2 - 24 months

Operations Planner No. 3 - 12 months

Operations Planner No. 2 - 24 months

It is a requirement that all individuals will progress to the respective Planner No. 1 level.

- (c) In addition to the above-mentioned time requirements, employees in the progression must fulfill the following in the respective Planner role in order to qualify for promotions.
- **Maintenance Planner No. 3** - Basic entry level. For entry into this level the employee shall have a minimum of two (2) years experience at a Craftsman No.1 rate or Production Maintenance Operator No. 2 rate or Operator No. 2 rate, be current in all assigned Company training, be able to develop basic work plans in the employee's base craft, be able to develop or have participated in the development of basic Hazardous Task Assessments (HTA) and have a basic understanding on the use of the Risk Assessment Matrix (RAM).
 - **Maintenance Planner No. 2** - For promotion to this level the employee shall normally have completed a minimum of twelve (12) months as a Maintenance Planner No. 3 and completed all training & performance objectives as outlined in the SOU Planner & Scheduler Competency / Skill Model.
 - **Maintenance Planner No. 1** - For promotion to this level the employee shall normally have completed a minimum of twenty-four (24) months as a Maintenance Planner No. 2 and completed all training & performance objectives as outlined in the SOU Planner & Scheduler Competency / Skill Model. Promotion to this level will require the employee to have knowledge and demonstrated skill in our Complex Business Processes and systems and to demonstrate positive relational skills in the areas of leadership, communication, attitude and behaviour as assessed by the Company.
 - **Operations Planner No. 3** - Basic entry level. For entry into this level the employee shall have a minimum of two (2) years experience at a Production Maintenance Operator No. 2 rate or a Operator No. 2 rate, be current in all assigned Company training, be able to develop basic work plans in the employee's base craft, be able to develop or have participated in the development of basic Hazardous Task Assessments (HTA) and have a basic understanding on the use of the Risk Assessment Matrix (RAM).
 - **Operations Planner No. 2** - For promotion to this level the employee shall normally have completed a minimum of twelve (12) months as a Operations Planner No. 3 and completed all

training & performance objectives as outlined in the SOU Planner & Scheduler Competency / Skill Model.

- **Operations Planner No. 1** - For promotion to this level the employee shall normally have completed a minimum of twenty-four (24) months as an Operations Planner No. 2 and completed all training & performance objectives as outlined in the SOU Planner & Scheduler Competency / Skill Model. Promotion to this level will require the employee to have knowledge and demonstrated skill in our Complex Business Processes and systems and to demonstrate positive relational skills in the areas of leadership, communication, attitude and behaviour as assessed by the Company.
- (d) If an employee fails to reach the respective Planner No. 1 level and all progression requirements for that position are not met within forty-two (42) months of acceptance of a Planner No. 3 position then supervisor discussions will commence with that employee to determine if that employee has the skill and ability to continue and to succeed as a Planner. A plan and timetable will be developed to assist an employee in achieving all progression requirements. Failure to meet the requirements in the prescribed time frame may result in further disciplinary action, up to and including reassignment or termination.
- (e) If a job assignment or circumstances initiated by the Company prevents the employee from completing progression requirements for promotion as set forth in Paragraph (c), then the Company will acknowledge a conditional promotion. The employee must then complete all the progression requirements for that promotion within a specified time frame.
- (f) When illness or other circumstances clearly beyond the control of the employee prevent a promotion within the Guidelines, then the employee's supervisor shall recommend a time extension consistent with the circumstances, but the employee shall not advance to the next higher category until qualifications are met.
- (g) Planner qualifications and the progression guidelines herein are subject to review and revision as determined by the Company from time to time. However, employees will be given ample opportunity to obtain the experience necessary to meet any revision to qualifications. A Planner shall not be required to formally re-qualify for the level that had been attained prior to the qualification revisions, but the Planner will be expected to keep up-to-date on general qualifications and to utilize training opportunities to meet the revised qualifications. A Planner must meet the expectations of the competency retention guidelines to retain their progression level.
- (h) Employees entering the Planner Progression shall be given credit for previous related experience and placed in the appropriate step of progression of the progression schedule. This placement will be at the discretion of the Company.
- (i) The Company reserves the right to adjust the time requirements as outlined in Paragraph (b) to times commensurate with job knowledge, job skills and demonstrated sustained performance, as assessed by the Company.

NOTE: For Administration purposes, January 1, 2006 will be considered the implementation date for the new Planner progression program. Employees who are applying for a Maintenance Planner or Operations Planner position after this date will be required to meet the terms and conditions of the new progression system.

COMPLEX SCHEDULER PROGRESSION

- (a) The following special provisions (referred to as Complex Scheduler Progression) will apply to all employees in the Complex Scheduler No. 1, 2 and 3 classifications in the Plant Maintenance

Section in view of the particular tendency of this type of work to vary, both as regards the amount to be performed and the degree of skill and knowledge required for performance and also in view of the desirability of recognizing demonstrated improvement in skill and knowledge.

- (b) Employee entrance into the Complex Scheduler line of progression will be in accordance with the Job posting procedure, Article V, Section 2 (b), and the qualifications and experience entrance requirements specified in the posting. Thereafter the progression will comprise three (3) levels based on job knowledge, job skills, completed Company training and course material and demonstrated sustained performance for which the rate of pay set out in Article II shall apply, and any employee embarking on the progression shall normally be required to work the following time periods at each level subject to Paragraph (i) Article VI.

Complex Scheduler Progression:

Complex Scheduler No. 3 - 12 months

Complex Scheduler No. 2 - 24 months

It is a requirement that all individuals will progress to the Complex Scheduler No. 1 level.

- (c) In addition to the above-mentioned time requirements, employees in the progression must fulfill the following in the Complex Scheduler role in order to qualify for promotions.
- **Complex Scheduler No. 3** - Basic entry level. For entry into this level the employee shall have a minimum of two (2) years experience at a minimum of Craftsman No.1 rate, Production Maintenance Operator No. 2 or Operator No. 2 rate, be current in all assigned Company training, be able to develop basic work plans in the employee's base craft, be able to develop or have participated in the development of basic Hazardous Task Assessments (HTA) and have a basic understanding on the use of the Risk Assessment Matrix (RAM).
 - **Complex Scheduler No. 2** - For promotion to this level the employee shall normally have completed a minimum of twelve (12) months as a Complex Scheduler No. 3 and completed all training & performance objectives as outlined in the SOU Planner & Scheduler Competency / Skill Model.
 - **Complex Scheduler No. 1** - For promotion to this level the employee shall normally have completed a minimum of twenty-four (24) months as a Complex Scheduler No. 2 and completed all training & performance objectives as outlined in the SOU Planner & Scheduler Competency / Skill Model. Promotion to this level will require the employee to have knowledge and demonstrated skill in our Complex Business Processes and systems and to demonstrate positive relational skills in the areas of leadership, communication, attitude and behaviour as assessed by the Company.
- (d) If an employee fails to reach the Complex Scheduler No. 1 level and all progression requirements for that position are not met within forty-two (42) months of acceptance of a Complex Scheduler No. 3 position then supervisor discussions will commence with that employee to determine if that employee has the skill and ability to continue and to succeed as a Complex Scheduler. A plan and timetable will be developed to assist an employee in achieving all progression requirements. Failure to meet the requirements in the prescribed time frame may result in further disciplinary action, up to and including re-assignment or termination.
- (e) If a job assignment or circumstances initiated by the Company prevents the employee from completing progression requirements for promotion as set forth in Paragraph (c), then the Company will acknowledge a conditional promotion. The employee must then complete all the progression requirements for that promotion within a specified time frame.
- (f) When illness or other circumstances clearly beyond the control of the employee prevent a promotion within the Guidelines, then the employee's supervisor shall recommend a time extension consistent with the circumstances, but the employee shall not advance to the next higher category until qualifications are met.

- (g) Complex Scheduler qualifications and the progression guidelines herein are subject to review and revisions as determined by the Company from time to time. However, employees will be given ample opportunity to obtain the experience necessary to meet any revision to qualifications. A Complex Scheduler shall not be required to formally re-qualify for the level that had been attained prior to the qualification revisions, but the Complex Scheduler will be expected to keep up-to-date on general qualifications and to utilize training opportunities to meet the revised qualifications. A Complex Scheduler must meet the expectations of the competency retention guidelines to retain their progression level.
- (h) Employees entering the Complex Scheduler progression shall be given credit for previous related experience and placed in the appropriate step of progression of the progression schedule. This placement will be at the discretion of the Company.
- (i) The Company reserves the right to adjust the time requirements as outlined in Paragraph (b) to times commensurate with job knowledge, job skills and demonstrated sustained performance, as assessed by the Company.

ARTICLE VII – STATUTORY AND OTHER HOLIDAYS

1. An employee will be paid a holiday credit of eight (8) hours straight-time pay for each of the following **TWELVE (12)** recognized holidays provided:

New Years day	Thanksgiving Day
Good Friday	Remembrance Day
Victoria Day	Christmas Day
Canada Day	Boxing Day
Heritage Day	Alberta Family Day
Labour Day	Twelfth Day

(Floater, subject to paragraph 2 of this article)

- (a) the employee works on the holiday, or
- (b) the employee works either the last scheduled day before the holiday or first scheduled day after the holiday, or has an excused absence for these days, or
- (c) the employee works either the last scheduled day before the holiday or first scheduled day after the holiday and has an excused absence for the other day mentioned.

An employee who works on a Statutory holiday at a temporary higher rate will receive the holiday credit at the temporary higher rate.

If either the Provincial or Federal Governments legislate a new Statutory Holiday to those listed in Paragraph 1 of this Article, then the Twelfth Day (floater) shall be converted to this new Statutory Holiday that has been declared by the Legislation (i.e. there will no longer be a "Twelfth Day Floater").

2. Shift workers shall observe the contractual holidays on the calendar day on which they fall. Day workers shall observe the contractual holiday on the day of observation as designated by the Company even though this is not the actual date of the holiday.
3. An employee required to work on any of the aforesaid holidays shall receive, in addition to the applicable holiday credit, pay for hours worked at two (2) times the straight-time rate. Scheduled hours worked only shall be included for the purposes of computing weekly overtime compensation.
4. An employee who is notified or called back to perform work before or after but not continuous with the regular schedule on any of the aforesaid holidays shall receive, in addition to the applicable holiday credit, the greater of:
 - (a) four (4) hours pay at the straight-time rate for reporting or working, or
 - (b) pay for hours worked at two (2) times the straight-time rate for the hours worked.
5. Total holiday credit paid to any employee during the entire twenty-four (24) hour period of the holiday shall not exceed eight (8) hours straight-time pay.

ARTICLE VIII - VACATIONS

1. Each employee will be entitled to annual paid vacations in accordance with the following:
 - after one (1) full year of service with the Company - three (3) weeks
 - after the sum of full years of service with the company and recognized external work experience equal ten (10) full years - four (4) weeks
 - after eighteen (18) full years of service with the Company - five (5) weeks
 - after twenty-five (25) full years of service with the Company - six (6) weeks.

For the purpose of this paragraph and paragraph 3 of this Article, an employee's length of service with the Company will be determined under applicable Company-wide rules governing vacation eligibility. "Related experience" will be determined by the Company. Disagreements will be resolved utilizing the existing Article XII Grievance Procedure.

2. An employee may, given special circumstances, request to have one (1) week of their vacation deferred to the next calendar year. Such deferrals, will be subject to management approval and shall not extend beyond the next calendar year.
3. An employee's vacation pay shall be computed at either:
 - (a) the straight-time rate for their regular classification, or
 - (b) at an hourly rate equal to the weighted average of the hourly rates they have been paid, but excluding overtime, during the last four (4) consecutive pay periods prior to the commencement of their vacation, whichever is greater.
4. If a contractual holiday should fall within a shift worker's annual vacation, in lieu of an extra day added to their vacation entitlement, they shall be paid eight (8) hours pay at their regular straight-time rate of pay.
5. Vacation pay for day employees will consist of forty (40) hours pay per week of vacation.

ARTICLE IX – STRIKES AND LOCKOUTS

There shall be no stoppage of work due to any strike or refusal to work on the part of the employees or by reason of lockout by the Company during the period this agreement is in force. Should any employee or employees be found guilty of participation in any violation of this Article, the Company may take such disciplinary action (including discharge) as, in its judgment, is proper.

ARTICLE X - BULLETIN BOARDS

The Company agrees to afford the Union space on Complex bulletin boards for the posting of non-controversial Union announcements, including notice of Union elections and results of such elections, notice of Union appointments, notice of Union meetings and notice of Union recreational and social affairs. All such notices shall be signed by the Union President, Secretary or duly authorized representative and shall be subject to prior approval by the Company. Such notices shall be posted and removed by a representative designated by the Company.

ARTICLE XI – SAFETY

The Company and the Union recognize the importance of safety in the operation of the Complex. The Company recognizes its responsibility for the formulation and carrying out of a safety program, including furnishing of safety devices, which, in its opinion, is calculated to promote the safe operation of the Complex and the individual safety of the employees. The Union recognizes its responsibility to encourage the employees to participate fully in the safety program.

ARTICLE XII – GRIEVANCE PROCEDURE

It is the intention of the parties hereto to establish the means for prompt and equitable settlement of disputes as to questions of fact that may arise out of the application or interpretation of this Agreement. Whenever any labour dispute, controversy, grievance or other difference arises between the Company and the Union or between the Company and any of its employees, covered by this Agreement, as to the meaning, application or operation of any provision of this Agreement involving questions of fact, such matters shall be handled as per the following process:

- Step 1. The grievor shall first discuss the complaint with their supervisor, either individually or together with a Union Representative, within seven (7) calendar days of the alleged violation causing the complaint having taken place. The supervisor has seven (7) calendar days of having the complaint referred to them to address the complaint.
- Step 2. In the case where the grievor and the supervisor are unable to come to a satisfactory solution the grievor may, within seven (7) calendar days of the end of step 1, present the complaint to the Superintendent as a grievance with the meaning of the Agreement. Such presentation of the grievance shall be in writing, signed by the grievor with sufficient detail in regards to the complaint, the area of disagreement, and proposed remedy so that the Superintendent should reasonably be able to understand the grievance. The grievor, with a Union Representative, shall meet with the Superintendent for a discussion of the grievance within seven (7) calendar days from the submission of the written grievance. Following the date of this discussion, the Superintendent has seven (7) calendar days to address the grievance and respond in writing.
- Step 3. In the case where the grievor and the Superintendent are unable to come to a satisfactory solution, the grievor, with a member of the Union Executive, may submit the grievance in writing to the Operations Manager within seven (7) calendar days of the completion of step 2. The Operations Manager will arrange a conference composed of the Union Executive and management within seven (7) calendar days of receiving the written grievance. Following this conference, the Operations Manager shall render a decision in writing to the Union Executive within seven (7) calendar days.
- Step 4. If the grievance is still not settled to the satisfaction of either the Union Executive or the Company after following the foregoing procedure, then either party may, within sixty (60) calendar days of the date of the Operations Manager's written decision, request that the matter be submitted to non-binding mediation and/or arbitration by the following procedures:
 - i) If both parties agree to proceed with non-binding mediation, a mediator will be selected acceptable to both parties. Expenses will be borne equally by the parties. The deadline for submitting the matter to arbitration will be extended to within sixty (60) calendar days of the cessation of the non-binding mediation action and/or the mediation decision. Cessation of mediation activities may be declared by written notice to either party.
 - ii) If the matter is submitted to arbitration, the Union shall select one (1) arbitrator, the Company shall select one (1) arbitrator, and these two (2) people shall select a third (3rd) person, and this three (3) person Board, the expense of which shall be borne equally, shall hear both sides of the matter and render a decision in accordance with this Agreement, which shall be final and binding on both parties. Should the two (2) arbitrators fail to agree on the selection of a third (3rd) member to serve on the Arbitration Board within seven (7) days after their appointment, they shall request the Alberta Minister of Labour to submit the names of three (3) impartial persons, one (1) of whom shall be chosen by the process of elimination as the third (3rd) member of the board.

The Company agrees there will be no discipline, suspension or discharge of any of the employees covered by this Agreement without Just Cause.

ARTICLE XIII – DUES DEDUCTION

The parties to this agreement agree that any employee of the Company covered by this Agreement may choose to, or refrain from, becoming a member of the Union. The Company will deduct via payroll deduction from the wages of all permanent, regular employees covered by this Agreement, the uniformly established monthly dues as provided to the Company by the Union and remit to the Treasurer of the Union.

ARTICLE XIV – LEAVE OF ABSENCE – UNION BUSINESS

Upon application by the Union, leave of absence without pay, in order to engage in the business of the Union will be granted provided that:

- (a) Leave under this provision shall not exceed four (4) employees at any one time, nor shall it total more than seven (7) calendar days per employee at any one time.
- (b) Application is given two (2) weeks prior to the period in which the absence is to be scheduled.
- (c) Strict adherence to the time limits and number of persons on leave can be modified by the Company if the Union, on application, can show justification for variation.
- (d) The Company reserves the right to refuse leave to a particular individual when the granting of such leave would interfere with the efficient operation of the Complex

An employee granted leave of absence covered by the above provisions will continue to receive all benefits and in addition shall have base wages, shift differentials, and bonuses maintained by the Company while on leave. The Union will be invoiced for the amount of wages, shift differentials and bonuses. In the application of this provision, the Union shall determine what constitutes Union business. The Company will be responsible for any replacement costs to a maximum of 168 hours per annum.

All other leaves of absence will be governed by the Company Policy manual and Jumping Pound Complex Administrative Practices.

ARTICLE XV – PERIOD OF AGREEMENT

This agreement shall become effective on the first day of April 2016 and shall remain in full force and effect up to and including the 31st day of March 2019, and year to year thereafter. Written notice of cancellation or changes desired may be given by either party between sixty – ninety (60-90) days prior to March 31, 2019, or any subsequent yearly expiry date. If changes are desired, such written notice shall specify the changes proposed and meetings shall be arranged to begin as soon as convenient, for both parties.

In witness whereof the Parties have caused this to be the complete Agreement between the Parties and to be executed and effective on April 1, 2016 and shall supersede in its entirety the former Agreement, Attachments and Letters of Understanding.

For the Company

For the Union, Local 1400

Robert Collings

Joseph Pozzi

Matt Gartner

Ben Kozyra

Michael Becker

Scott Roden

Janna Weiers

Don Boucher

ATTACHMENT "A" COMPLEX JOB CLASSIFICATION CHART

Promotional Positions

Maintenance Section	Plant Operations Section*	Field Operations Section	Day Operations Section
Complex Scheduler (No. 1,2 and 3)			
Maintenance Planner (No. 1,2 and 3)	Operations Planner (No. 1,2,3)	Operations Planner (No. 1,2 and 3)	

* Day Plant operator position could be any level of plant operations section.

Progression Positions

Maintenance Section	Plant Operations Section *	Field Operations Section	Day Operations Section
	Lead Operator	Lead PMO	
Craftsman No. 1	Operator No. 1	PMO No. 1	Day Operator No. 1
Craftsman No. 2	Operator No. 2	PMO No. 2	Day Operator No. 2
Craftsman No. 3	Operator No. 3	PMO No. 3	Day Operator Trainee
Craftsman No. 4	Operator No. 4	PMO No. 4	
Craftsman No. 5	Operator No. 5	PMO No. 5	

ATTACHMENT "B" - STUDENT EMPLOYMENT

Development and Non-Development Student Employment

The following terms are to apply to student or developmental work assignments and non-developmental work assignments that the Company may employ as hourly employees during the term of this Agreement.

For purposes of this Agreement, "Developmental Student Employment" shall be defined to include the following:

- Students enrolled in a Company related and recognized post secondary educational program or Alberta Registered Apprenticeship Program (Developmental Student "A") or;
- Students enrolled in secondary institutions that have not yet completed a Grade twelve (12) designation but may be enrolled in a Company recognized Registered Apprenticeship Program (Developmental Student "B").

Both of the above may have part time, summer or co-op work terms as part of the program.

For purposes of this Agreement, "Non-Developmental Student Employment" shall be defined to include students enrolled in High School or non-related Post Secondary Program and employed by the Company for summer employment.

Developmental and Non-Developmental Student Employment shall be governed by the following:

- i. In the event of curtailment of work resulting in lay off, that Students performing bargaining unit work, covered under this Agreement, will be laid off first.
- ii. Time spent as a student will not be applied to the nine (9) month probationary period if the student is subsequently hired as a permanent employee by the Company. Students shall not accrue Seniority as defined in Article V.
- iii. Students shall not be eligible for Severance Pay, as defined in Article V, upon completion of their work assignment or lay off due to curtailment of work.

The Company shall notify the Union of Students being employed for purposes of establishment of union dues to be deducted.

Rates of Pay shall be:

Developmental Student B – established between Company and Union by March 31 in years students are hired at a rate less than Developmental Student A.

Non-Developmental Student – established between Company and Union by March 31 in years students are hired at a rate less than Developmental Student A.

ATTACHMENT “C” – TWELVE-HOUR SHIFTS

The parties agree to continue a twelve (12) hour shift arrangement for shift employees as per the shift schedule. The agreement is subject to the following terms and conditions:

1. There will be no increase in cost to the Company.
2. There will be no reduction in efficiency.
3. The twelve-hour shift arrangement may be terminated by either party by giving thirty (30) days notice in writing. In the event that notice to terminate the shift arrangement is given by the Union, no change of schedule premiums will be paid for the reason of changing to another schedule.
4. That shift coverage, satisfactory to Management, will be arranged.
5. Shift hours will be:
 - 6:30 a.m.- 6:30 p.m. (day shift);
 - 6:30 p.m.- 6:30 a.m. (night shift).

ATTACHMENT “D” – SAFETY AND INDUSTRIAL RELATIONS TRAINING

- As part of the collective agreement dated May 31, 2001, the parties agree that the Company and UNIFOR, Local 1400, will no longer participate in the HSIRT fund as offered by the National UNIFOR Union effective immediately.
- In support of local initiatives, a new training fund will be created by Local 1400. These initiatives will primarily be focused on training in the areas of Health, Safety and constructive Industrial Relations at the Jumping Pound Complex.
- The Company agrees to pay \$60, per member of the Local as of March 31 each year, to the Local on an annual basis. It is intended that there be no increase in costs to Shell Canada Limited for participation in this program.
- The Local will administer this Fund remaining true to the focus areas mentioned above. This training is intended to be supportive of the Company initiatives in these areas. The Fund will not be used to offset the cost of Company sponsored training or education programs. The Local may consider JPLT input as to the use of the Fund, but this input is recognised as consultative and not binding upon the Local Executive.
- An annual report on use of the Fund will be created by the Union Executive and provided to its membership at the Annual meeting and to JPLT for their review.
- The agreement will be in effect for the term of the contract. If either party wishes to cancel the Fund, they must provide written notice to the other party within thirty (30) days prior to March 31, 2019. Monies contained in the Fund at that time which have not been allocated for use, will be returned to the Company (without interest).

The Fund shall not contain a balance greater than \$10000. Should the funds in the account reach that level, further payments by the Company into the fund may be suspended. Payments will be restarted when the fund balance drops beneath \$5000.

ATTACHMENT "E" BANKING OF OVERTIME

HOW ACCUMULATED

When an employee works overtime, the employee may elect to take straight time pay and "bank" an equivalent number of hours. On call outs where pay would normally be four (4) hours at straight pay, the employee could take two (2) hours straight pay and bank two (2) hours. The employee may bank part or all of the overtime worked to the maximum allowed.

MAXIMUM

Employees may bank up to a maximum of forty-eight (48) hours. With Supervisor approval an employee may be permitted negative hours due to unforeseen circumstances. When an employee is in a negative banking situation, with mutual agreement between the employee and the Supervisor, a date shall be scheduled to work these hours off, hour for hour. Accumulated balances will be tracked on the weekly time sheets.

DURATION

Banked time can be carried indefinitely (no deadline by which it must be taken).

SUBMISSION OF BANKED TIME

Employee must note the "banking" on a time sheet when the overtime is worked.

WHEN TAKEN

At the Company's discretion with adequate request time by the employee.

GENERAL

- Either party has the right to cancel this policy at any time. This does not replace any existing Policies or Programs, e.g. Emergency leave where an employee is kept whole for that day. The onus is on employees to ensure they can arrange their own time for personal/family contingencies
- There will be no increase in cost to the Company.
- The use of banked days shall have no impact upon the vacation schedule of other employees.

EXAMPLE: Employee has a balance of negative four (4) hours.

Works eight (8) hours overtime. First priority is to repay the negative hours in the bank and therefore four (4) hours go to the bank, employee is paid six (6) hours of overtime. However, if the same employee has worked eight (8) hours overtime, elected to have eight (8) hours regular pay and eight (8) hours of banked time, balance would be four (4) hours credit.

Works eight (8) hours overtime, applies sixteen (16) hours to balance, balance would be twelve (12) hours credit.

ATTACHMENT “F” – BOOT ALLOWANCE

The Company offers to reimburse employees for the full cost of approved safety footwear as required to satisfy requirements of their role.

The company shall institute a JP site administration guideline regarding the reimbursement for safety footwear.

**LETTER OF UNDERSTANDING
BETWEEN
SHELL CANADA LIMITED
(Jumping Pound Complex)
AND
UNIFOR LOCAL 1400, JUMPING POUND UNIT**

Shell Canada Limited, Jumping Pound Complex (here in after referred to as the Company) and Unifor, Local 1400, Jumping Pound Unit (here in after referred to as the "Union") as part of the Memorandum of Settlement, dated October 2, 2013 achieved agreement between the parties to implement a program to recognize employees supporting Field Operations who are assigned to a mandatory on- call schedule to support field operations, subject to the following terms:

- The program shall be referred to as the "Field Operator On Call Pay"
- Field Operator On Call Pay is only applicable to employees supporting Field Operators who are required to work a mandatory on-call schedule to support field operations approved by the Company
- When assigned to on call duties, an employee supporting Field Operations shall receive the following:
 - 1 hour of pay at their straight time hourly rate for days when employee works their normally scheduled shift and is on call for remainder of the day, and;
 - 2 hours of pay at their straight time hourly rate for days when employee is on call but not scheduled to work their normally scheduled shift
- The intent of On Call Pay is to recognize employees supporting Field Operations for fulfilling their obligations to be available and fit for duty while on call and to recognize the disruption to personal life while being on call.
- Employees supporting Field Operations who are subsequently called out to work when on call are still eligible to receive the call out provisions stated within the collective agreement
- Any previous compensation or recognition obtained related to taking routine phone calls, emails from home when on call shall be replaced and considered to be covered as part of the Field Operator On Call Pay.
- Field Operator On Call Pay shall be effective October 29, 2013 with no retroactivity.
- In the event the Company no longer requires a mandatory on call schedule, the Field Operator On Call Pay program shall cease to exist upon the effective date of the eliminated on call schedule.

This Letter of Understanding will be considered part of the Jumping Pound Complex Collective Agreement between Shell Canada Limited (Jumping Pound Complex) and Local 1400 of the Unifor Union for the duration of the Agreement.

FOR SHELL CANADA

Robert Collings

Matt Gartner

Michael Becker

Janna Weiers

FOR UNIFOR LOCAL 1400

Joseph Pozzi

Ben Kozyra

Scott Roden

Don Boucher

**LETTER OF UNDERSTANDING
BETWEEN
SHELL CANADA LIMITED
(Jumping Pound Complex)
AND
UNIFOR LOCAL 1400, JUMPING POUND UNIT**

Shell Canada Limited Jumping Pound Complex (herein after referred to as the “Company”) and Unifor, Local 1400, Jumping Pound Unit (here in after referred to as the “Union”) as part of the Memorandum of Settlement, dated October 2, 2013 achieved agreement between the parties to implement a Performance Improvement Program:

Hourly Performance Improvement Program (Hourly PIP)

Jumping Pound Complex
Hourly Employees

INTENT

This program is intended to provide a mechanism to assist and support Hourly Employees within JP Complex that have been identified by Management to be experiencing performance issues, and to establish expectations while under a performance improvement plan. The focus of the program is to provide assistance and support to the employee to help them improve their performance to the required expectations for successful exit from the program.

PRINCIPLES

- At Jumping Pound we believe employees have good intentions, and are motivated to meet performance expectations.
- Both the Company and the Union will provide support to those who are experiencing performance problems.
- Mutual commitment will be required for success.
- Confidentiality will be maintained where it is necessary e.g. personal issues.
- An employee needs to demonstrate sustained performance improvement in order to be successfully removed from the PIP.
- Disciplinary action associated with any breach or violations of any Shell or JP policies, rules or procedures is separate from the intent of performance improvement.

GUIDELINES

The intent is to quickly identify the cause of the unsatisfactory performance and establish a corrective action plan. Together with the employee, quick resolution using a progressive step approach rather than punitive discipline is being sought. Resolution may follow more than one recovery path if the employee is not suited to the job they are performing. The following steps would be typical of the most likely path taken but in special circumstances the parties agree that exceptions to the order and steps may be required. New Employees that are within their probation period shall not be eligible for the PIP.

Coaching Guidelines - Informal discussion(s) to take place between Supervisor and employee.

The line supervisor will discuss the performance issue with the employee and will identify the concerns with the employee's performance, and state the expectations for improvement in measurable, objective terms. No formal documentation required at this point although the supervisor may document the date and nature of the verbal coaching discussion for his/her records. If the performance concerns continue, next discussion will be followed up with an email to employee stating the ongoing concerns and state expectations for improvement within a maximum of thirty (30) calendar days. Supervisor will cc the Operations Manager and HR focal in this email.

If no resolution within the expected timeframe then Step 1 will be initiated.

STEP #1 – Initiation of Performance Improvement Program

The employee will be made aware that due to ongoing performance concerns, that the Performance Improvement Program is being initiated. This should only happen if there have been prior informal discussion(s) with no apparent improvement in performance as per coaching guidelines.

The Performance Improvement Plan (PIP) shall be initiated between the supervisor (with support from the Operations Manager and HR focal) and employee stating the corrective action that needs to be taken and by when. The PIP must clearly identify objective and measurable performance issues (refer to document review template) and a description of what acceptable performance looks like, as well as defined milestones for progress check. The line supervisor will

document the discussion and will keep this as a PIP package in the employee's local file. All documentation entering employee's local file should be acknowledged and signed by the employee.

If the employee declines to sign the PIP or any other documentation, the line supervisor will indicate that Step 1 has been initiated, a summary of the discussion with the employee on a specific date and that the employee has declined to sign the PIP or acknowledge it. The line supervisor will sign the notification and then place it in the employee's local file. The employee will be advised that this has taken place.

Failure of an employee to agree to accept the implementation of a PIP at Step 1, especially if the employee has had opportunity of input to the PIP, shall not negate the need for an employee to improve on the performance issues stated within the timeframes specified.

If the unsatisfactory performance continues, a review meeting will be conducted prior to Step #2 being initiated. Management will notify the union president that a PIP discussion will be taking place and will advise the employee that they have a right to union representation. If the employee requests union representation at the meeting, management needs to be notified in advance.

Present in the review meeting will be the Employee, Supervisor of Employee, Operations Manager, Union President or appropriate delegate if Union President is not available (if requested by employee) & HR Rep. The review meeting is expected to occur within a two week period.

If the performance issue remains unsatisfactorily resolved, step 2 will be initiated.

STEP #2 – PIP REVIEW

The committee as identified above will again meet with the employee to discuss the continuing performance issue. A review of the PIP will be completed and updated as required to assist with resolving the employee's performance issues and ability to sustain good performance. The line supervisor will document the discussion and will keep this as a PIP package in the employee's local file. All documentation entering employee's local file should be acknowledged and signed by the employee.

Timeline between Step #1 and Step #2 is typically 6 to 8 calendar weeks.

STEP #3 – STATUS NOTIFICATION

An employee may be removed from the PIP with sustained performance and improved performance at any step.

If the performance issue continues past established milestones, the line supervisor & or will bring it to the attention of the Operations Manager, HR focal & Union representative.

The line supervisor will advise the employee in writing of their current status and will include an explanation of the probable consequences and estimated timing, if satisfactory improvement is not demonstrated and sustained. The employee will be requested to sign the written notification to acknowledge this has been discussed with them. While employee may not be willing to sign, it does not negate the intended expectations and possible outcomes. This documentation will be included in the PIP package.

Timeline between Step #2 and Step #3 is typically 6-8 calendar weeks.

STEP #4 – Final Review

If the performance issue still continues, the review committee & Operations Manager, HR focal and the employee must formally discuss the performance issue. Firm commitment for improvement, together with the outline of Step #4 discussion will be kept on the employee's local file.

If the employee feels they are unable or unwilling to make this commitment, Step #5 will be initiated immediately.

If, as a result of the final review discussion, the PIP is revised then a new timeline may be set to ensure the employee is given adequate opportunity to meet expectations.

STEP #5 – Re-assignment or Dismissal

If at the end of Step 4 performance has not improved, the two options are:

1. "Re-assignment": This may be a demotion to a lower level of progression or a lateral assignment if there is a position open and available that the employee is qualified to perform. In both cases re-assignment can only occur if it is determined by management that the employee's performance is sufficient to meet expectations of the new assignment.
2. "Dismissal": When acceptable performance in any position for which the employee is qualified is considered unlikely.

Senior management will make the final decision after thoroughly reviewing the documentation. An employee may be removed from the PIP with sustained performance and improved performance at any step. Upon successful exit of the PIP program the PIP documentation will remain on the employee's file until the next performance review but not for less than 12 months.

APPEALS PROCESS

At any point in the program, employees represented by the bargaining unit can place the matter before the bargaining unit. The bargaining unit will make a determination on the validity of the grievance.

MANAGEMENT RIGHTS

At any point if the employee is in any way sabotaging the intent of the PIP program or is failing to show commitment for improvement (for example: not attending meetings or training or learning events scheduled, failing to participate in assessments, etc.) then the PIP may be cancelled by providing the employee and union president (or delegate if president is not available) 30 days notice and any associated discipline up to and including termination as a result of this decision shall prevail.